

Firewater®
restoration



WORK AUTHORIZATION AGREEMENT

THIS AGREEMENT, dated _____, 20_____, is by and between, Firewater Restoration, Inc., a corporation in the restoration, cleaning, and construction business and the Owner(s) _____

DEFINING CERTAIN WORDS: In This Agreement:

- A. "You" and "Your" refer to the Owner(s) named above. "We", "us" and "Ours" refer to Firewater Restoration.
- B. "Your Property" means the building and/or personal property "contents" located at _____ which sustained damage on _____ 20_____. .
- C. "Your Insurance Company" which provides casualty Insurance for your property is _____ .
- D. "Your Mortgage Company" is _____ located at, _____, which has assigned to Your Property Loan Number _____ .

YOU AND WE AGREE THAT the following shall constitute the terms of the Agreement for the restoration, cleaning, and construction work to your property.

1. You hereby authorize and contract with us to provide all necessary labor and materials to proceed with the necessary steps to preserve, protect, and secure your property from further damage. This work will be completed at our prevailing wage rates and material charges plus ten percent profit and ten percent overhead, as accepted by most insurance carriers.
2. You hereby authorize and contract with us to provide all necessary labor and materials to proceed with the restoration cleaning, and/or construction work required at Your Property. You understand that the scope of this authorization is limited to the written estimate approved by Your Insurance Company. Any additional work must be authorized by you on a separate document, with payment terms agreed prior to start of additional work.
3. You hereby irrevocably assign to us any and all proceeds from any insurance check or draft issued in connection with specific restoration, cleaning and/or construction work done for Your Property which is done by us, our suppliers or subcontractors.
4. You hereby authorize and instruct your Insurance Company to pay us directly for services performed and/or to include the name of Firewater Restoration on the face of any check or draft issued for payment. You agree to make full payment to us within 24 hours of receipt of any insurance check or draft related to this claim.
5. If your Insurance Company does not pay us directly, your payment to us shall be due upon your receipt of any draws or advances from your Insurance Company, with the total balance being due and owing no later than the date when all work is substantially completed.
6. You understand and agree that you shall be personally responsible for promptly paying us for any and all portions of the restoration, cleaning and/or construction work which is not covered by Your Insurance Company, whether lack of coverage is because of depreciation, tax liens (per Act 93 provisions), or any other uninsured charges or costs, such as required code upgrades that may be required by law. You also understand that you will be responsible for your insurance deductible in the amount of \$ _____ .

You understand that this Work Authorization is also subject to the Terms and Conditions listed on the reverse side.

THE PARTIES HEREBY AGREE to this agreement as of the date set forth above.

WITNESS;

witness

Signature of Owner

witness

Signature of Owner

Firewater Restoration Representative

You, the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See back for notice of cancellation form for an explanation of this right.

TERMS AND CONDITIONS

- 1. COLLECTIONS:** If legal proceedings are instituted to recover any past due amounts, we shall be entitled to recover all costs of collection including reasonable attorney fees. All past due balances shall be subject to a finance charge of one and one half percent (1.5%) per month.
- 2. PENNSYLVANIA ACT 93 OF 1994:** In the event that your loss falls under the standards of this Law and/or if your municipality has adopted an ordinance authorizing escrow procedures as set forth in Act 93, you agree to comply with the terms as set forth in the Law and those set forth by us, your insurance Company, and your municipality in order to comply with this Law. You further agree to expeditiously provide to us and/or your insurance Company documentation including but not limited to a No Lien letter from your local municipality as may be required.
- 3. NOTICE:** Any and all notices required or permitted shall be considered delivered if delivered personally or by registered or certified mail to us at the address indicated at the bottom of this agreement and to you at the property address indicated above.
- 4. ENTIRE AGREEMENT:** This agreement contains the entire agreement and understanding between you and us with respect to our employment and no oral representations, promises, agreements or understandings relating to our employment shall be of any force or effect. This agreement shall not be modified unless done so in writing and signed by you and us.
- 5. PERSONS BOUND AND BENEFITED:** This agreement shall be binding upon and shall insure to the benefit of you and us and our respective heirs, personal and legal representatives, successors, and assigns.
- 6. AGREEMENT TO JOIN IN EXECUTION OF OTHER DOCUMENTS.** You agree at our request to execute whatever additional documents that may be required to carry out this Agreement.
- 7. SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not in any way affect the enforceability of any other provision and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had never been in this Agreement.
- 8. WAIVER:** A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement by the party or any other party.
- 9. VENUE:** This contract is deemed executed at the place of business headquarters of Firewater Restoration, Inc., currently at 1714 Sidney Street, Pittsburgh, PA 15203 in Allegheny County, Pennsylvania. The owner and Firewater Restoration, Inc. expressly agree that any dispute arising hereunder by virtue of the service rendered by us to you shall be resolved through the Magisterial District of the business headquarters of Firewater Restoration, Inc., or in the Court of Common Pleas of Allegheny County, Pennsylvania. You and we each mutually agree that venue for any dispute, shall be resolved solely and exclusively in either such Magisterial District or Court of Common Pleas.

NOTICE OF CANCELLATION

You may cancel this transaction, without penalty or obligation within three (3) business days from the above date. If you cancel, any property traded in, any payments by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by Seller of your cancellation notice and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence in substantially as good of condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of goods at the Seller's expense and risk. If you do not make the goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods, without further obligation. If you fail to make the goods to the Seller or if you agree to return the goods to the Seller and fail to do so then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Firewater Restoration, Inc., 1714 Sidney Street, Pittsburgh, PA 15203 not later than Midnight of the third business day after the date which appears at the top of this agreement.

I HEREBY CANCEL THIS TRANSACTION.

_____ date

_____ buyer's signature

LIMITED WARRANTY

Firewater Restoration, Inc. will warrant those items specified in this work authorization to be free from defects in workmanship for a period of one (1) year from completion of this work. Repair or replacement under this warranty is contingent upon Firewater Restoration, Inc. having received full payment as due in accordance with the provisions of this work authorization. This warranty is expressly limited to the repair or replacement of any specified items with defects in workmanship which are not caused by a misuse or damage after completion of work. This warranty does not cover defects that result from normal wear or from intentional damage, negligent or other unreasonable use. Materials used are covered by normal warranties, if any, provided by the manufacturer or supplier. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE EXCLUDED FROM THIS CONTRACT. IN NO EVENT SHALL FIREWATER RESTORATION, INC. BE RESPONSIBLE OR HELD LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY OWNER'S PREMISES, BY REASON OF THE WORK PERFORMED BY FIREWATER RESTORATION, INC. AT THE PROPERTY OWNER'S PREMISES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This warranty does not extend to any property owners other than those set forth in writing in the work authorization and shall not benefit anyone else except as otherwise agreed in writing by both parties. Report all defects in writing to Firewater Restoration, Inc., 1714 Sidney Street, Pittsburgh, PA 15203.